

AGREEMENT
for
EXTENSION OF DOMESTIC WATER MAINS

This AGREEMENT is executed on _____, 2___ by LAKE CHELAN RECLAMATION DISTRICT (herein "DISTRICT") and _____ (herein "DEVELOPER")

WHEREAS, the DEVELOPER desires to develop certain real property situated in the County of Chelan, State of Washington, particularly described as:

and to install a system of pipes and appurtenances for the above-described property to enable the delivery of domestic water from the DISTRICT'S existing water mains;

WHEREAS, the DISTRICT will approve the proposed domestic water facilities and furnish said water upon the DEVELOPER'S facilities upon the DEVELOPER'S full compliance with the terms, conditions and covenants of this agreement;

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER TO FURNISH DESCRIPTION: DEVELOPER shall furnish to the DISTRICT a legal description of the real property, which he plans to develop. A copy of the legal description is attached to this Agreement as "Exhibit A".

2. DEVELOPER TO FURNISH DEVELOPMENT PLAN: DEVELOPER shall also furnish to the DISTRICT a copy of his plan to develop or subdivide the "Exhibit A" real property.

3. PREPARATION OF WATER PLAN: Upon receipt of the DEVELOPER'S plans, the DISTRICT shall provide basic information as needed by the DEVELOPER to prepare a water plan. DEVELOPER will be responsible for the cost of preparation of the Water Plan. The water plan shall be prepared by a professional engineer licensed in the State of Washington. The water plan shall include the following:

- a. The location of connection to the DISTRICT'S existing system for the purpose of supplying domestic water to the proposed development.
- b. A plan/profile of all pipe system facilities to be installed to serve the development and its components.
- c. The pipe sizes and specifications of all mains and laterals.

d. All fittings, equipment and material to be installed in connection with the mains and laterals in order to transport water from the DISTRICT'S system to the point of utilization.

e. Standards and methods of construction to be used in the installation of mains and laterals, with fittings, equipment and materials (all herein collectively referred to as the "water system").

f. Any other information, which the DISTRICT determines is required by the particular circumstances, involved.

4. DEVELOPER TO PROVIDE PROOF OF INSURANCE: DEVELOPER shall have system installed by a licensed and bonded contractor. The contractor shall furnish proof of license, bond and insurance. The DEVELOPER may elect to install the water system with his own forces. The DISTRICT will require that the DEVELOPER has public liability and property damage insurance coverage not less than a single limit of \$1,000,000 and that the coverage is extended to the project work. A certificate of insurance shall be provided to the DISTRICT naming the DISTRICT as an additional insured.

5. CONSTRUCTION OF SYSTEM: DEVELOPER will construct or cause to be constructed a completed system, in full conformity with the water plan, as prepared by the DEVELOPER'S engineer. The DISTRICT'S standards, conditions and specifications shall be followed in the construction of the water plan.

6. AS-BUILT PLAN: DEVELOPER will provide a black and white reproducible copy of the as-built plan showing final relations to the property lines and other physical features certified by the professional engineer.

7. EASEMENT DESCRIPTIONS: Easements for all mains and laterals shall be a minimum of 10 - feet wide. Easement legal descriptions shall be prepared by a surveyor or engineer licensed to practice in the State of Washington. Easement legal descriptions shall be reviewed and approved by the DISTRICT'S prior to acceptance.

8. DISTRICT'S INSPECTION AND DIRECTION: The DISTRICT, by its agents, servants and employees, shall have the right to enter upon the DEVELOPER'S property, at any time prior to the completion of the construction, installation, inspection and testing of the system to inspect the construction of the water system and/or to direct the DEVELOPER, his contractor, agents, or employees, to take any action necessary to fully comply with the water plan. DEVELOPER shall take, or cause to be taken, any action directed by the DISTRICT, and shall cause such water system to be constructed in all respects in full conformity with the Water Plan. The DEVELOPER shall reimburse the DISTRICT for the inspection services at the current inspection rate plus expenses.

If the scope of the project requires such, the DISTRICT will require the design engineer to provide inspection of the construction work. The DEVELOPER shall be responsible for the charges from the engineer. The DISTRICT and the engineer shall coordinate the inspections and resolve any disputes regarding plan or specification interpretation.

9. INSTALLATION OF MAIN TAPS AND GATE VALVES: All connections to existing DISTRICT facilities, necessary to serve such water system, shall be installed by DISTRICT personnel, at the expense of the DEVELOPER as computed by the DISTRICT. All costs shall be paid in full prior to acceptance of the water system by the DISTRICT.

10. INSPECTION AND TESTING OF COMPLETED SYSTEM: When the DEVELOPER believes that the water system has been completed in full conformity with the water plan, he shall notify the DISTRICT. The DISTRICT shall inspect the water system and be present during tests to the water system as the DISTRICT shall specify. Such testing shall be at the expense of the DEVELOPER. Following such testing, the DISTRICT shall notify the DEVELOPER in writing of its approval of the water system, or of any additions, changes or modifications required prior to such approval.

11. CONVEYANCE OF SYSTEM: Upon being advised that the system is approved by the DISTRICT, the DEVELOPER will cause to be prepared, and will deliver to the DISTRICT an executed Conveyance Agreement, and Certification of Costs. The DEVELOPER shall convey to the DISTRICT all portions of the water system, warranting in the conveyance that the water system is free and clear of any and all liens, claims and encumbrances. The Certification of Costs shall delineate the total costs to construct all portions of the water system.

12. ACCEPTANCE OF SYSTEM: Upon approval of the construction and conveyance of the water system by the DISTRICT, and the deposit of cash or a bond by the DEVELOPER as hereinafter provided, the DISTRICT shall notify the DEVELOPER of its acceptance of the system. The system shall then become a part of the DISTRICT'S system for the delivery of domestic water to its users. Thereafter, the DEVELOPER and his assigns shall be entitled to receive domestic water from the DISTRICT in the same manner, and upon the same terms as other water users, within the DISTRICT.

13. REPAIRS TO AND REPLACEMENT OF SYSTEM: Following the acceptance of the said water system by the DISTRICT, the responsibility for repairs and replacements thereto shall be as follows:

a. For the first twelve months following such acceptance, the obligation and expense of any repairs or replacements to the water systems which are required by the DISTRICT, shall be that of the DEVELOPER. Any such repairs or replacement shall be done by the DISTRICT. The cost shall be paid by the DEVELOPER, as computed by the DISTRICT. The DEVELOPER shall deposit with the DISTRICT cash or a maintenance bond with a surety acceptable to the DISTRICT in the sum equal to total labor and materials costs unless reduced per specifications. In the event the DEVELOPER fails or neglects to pay the costs of any such repairs or replacements during the twelve-month period; the cost may be deducted by the DISTRICT from the cash deposit or enforced by recovery against the surety bond. After the DEVELOPER'S responsibility for repair or replacement had terminated, any balance of the cash deposit will be refunded to the DEVELOPER.

b. Twelve months after the acceptance of the water system, the responsibility for the repair and replacement of that portion of the system conveyed by the DEVELOPER to the DISTRICT, shall become the responsibility of the DISTRICT.

14. DISTRICT RULES AND REGULATIONS: The DEVELOPER his successors and assigns shall be subject to existing and future By-laws, Rules and Regulations of the DISTRICT.

15. BINDING AGREEMENT: The terms, conditions and covenant hereof shall extend to and be binding upon the heirs, successors, and assigns of the parties to this agreement.

16. ATTORNEY'S FEES, VENUE: Venue of any suit or proceeding to enforce or construe this Agreement shall be in Chelan County, Washington, and the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

ADDITIONAL COVENANTS AND TERMS (if any)

IN WITNESS WHEREOF the parties have caused this instrument to be executed the day and year first written.

DEVELOPER

DEVELOPER

LAKE CHELAN RECLAMATION DISTRICT

President

Attest:

Secretary

3/8/06

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF WASHINGTON)
) ss
COUNTY OF)

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ___ day of _____, 20__, personally appeared before me _____ personally known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that ___ executed, signed and sealed the same as ___ free and a voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

Notary Public in and for
the State of Washington
Residing at _____
My commission expires:

STATE OF WASHINGTON)
) ss
COUNTY OF CHELAN)

On this ___ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the President and the Secretary of the LAKE CHELAN RECLAMATION DISTRICT, the Corporation which executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

Witness my hand and seal hereto affixed the day and year in this certificate above written.

Notary Public in and for
the State of Washington.
Residing at _____
My commission expires: